

ARTICLE 4 – QUALITY

Section 4.01

- (a) **Market Hogs.** For purposes of this Contract, the term “Market Hog” shall mean hogs meeting the specifications in this Contract, including, without limitation, those set forth on Exhibit B hereto.
- (b) **Additional Covenants.** Seller covenants and warrants as follows:
 - (i) **pH.** The pH for each load of Market Hogs shall meet or exceed the plant average (with respect to the plant to which the Market Hogs are delivered). In addition, in the event that Buyer establishes a “standard pH” (as defined below) for Market Hogs, then each load of Market Hogs shall also meet or exceed such “standard pH.” The “standard pH” shall mean the “Base” pH set forth from time to time in Buyer’s “Carcass Merit Buying Matrix” existing from time to time as described in Section 8.01. Buyer may revise such “standard pH” from time to time. Buyer shall give Seller thirty (30) days notice prior to establishing or revising such “standard pH.” Buyer may, in its discretion, determine pH by testing carcass’ on a random basis or by testing each individual carcass.
 - (ii) **Weight.** Seller shall use its best effort to achieve live weight of 255 pounds per Market Hog. Each load shall average 240 to 270 pounds live weight per Market Hog, except for close-out loads on finishing buildings (which shall average 230 to 270 pounds live weight per Market Hog). A close-out load shall be the last load of Market Hogs from a finishing building, with each finishing building limited to a maximum of 1 close-out load in a 20 week period, and each close-out load shall be identified by Seller to Buyer on the Thursday prior to the week of shipment. Each Market Hog shall not have a live weight of less than 220 pounds or more than 290 pounds. These weights (i.e., live weight per Market Hog, average live weight per load, average live weight per close-out load, and minimum and maximum live weight per Market Hog) may be revised by Buyer from time to time, in the event that Buyer changes its standard weights. Buyer shall give Seller thirty (30) days written notice prior to any such revision. For the purposes of this Contract, load shall mean the quantity of Market Hogs contained in a vehicle or trailer, which is used by Seller to ship and deliver the Market Hogs to Buyer; provided, however, in no event shall a load exceed the quantity that may fill a standard semi-trailer used for the purpose of transporting hogs.